



Virginia Information Providers Network

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www.virginia.gov

Premium Service Subscription Agreement

The Virginia Information Providers Network (VIPNet) is a state entity that assists Virginia government entities in providing information and services via the Internet. VIPNet is part of the Virginia Information Technologies Agency (VITA). This agreement is between you, the Subscriber, and VIPNet, and it permits you to access VIPNet Premium Services. A subscription to VIPNet is only necessary if you desire to access Premium Services. In order to subscribe to VIPNet Premium Services, you must complete all sections of this subscription agreement. Please carefully read all information enclosed, including any insert on services, products, or prices. The agreement, plus any applicable inserts, must be signed, dated, and returned to the above address.

An initial subscription fee of \$75.00 is required. VIPNet will issue each subscriber up to 10 ID/account numbers per annual fee. Please return a check or money order for \$75.00 with this agreement. Make checks payable to "VIPNet of VITA." You also may pay by credit card by filling in the appropriate information on page two. Each subsequent year requires an annual renewal fee of \$75.00, which will be billed to your account automatically. VITA establishes Premium Services fees for VIPNet. Certain VIPNet services also may have statutory fees associated with them. If applicable, information on those fees will be provided on an insert sheet.

If you have any questions regarding information contained within this agreement, please contact VIPNet at (804) 786-4718.

I have read and I agree to the terms and conditions of the
VIPNet Premium Service Subscription Agreement.

CUSTOMER SIGNATURE

Signature

Date

Name

Title

For Office Use Only

VIPNet Account Number _____

User Name _____

Password _____

Classification _____

VIPNet Signature _____

General Manager

**Virginia Information Providers Network
Premium Service Subscription Agreement**

**Mailing
Address**

Organization Name _____

Attention _____ **Title** _____

Address _____

City/State/Zip _____

Telephone _____ **Ext.** _____ **FAX** _____

**Billing
Address**
(if different
than above)

Organization Name _____

Attention _____ **Title** _____

Address _____

City/State/Zip _____

Telephone _____ **Ext.** _____ **FAX** _____

**Billing
Options**

Please Select One: All usage fees incurred will be totaled and billed monthly.

☐ **Visa / MasterCard / American Express** (Circle One)

Card # _____

Exp. Date _____

☐ **Auto Check Option**

Bank Name _____

Routing# _____ Account # _____

☐ **Monthly Invoice (Minimum Charge)**

(Minimum Monthly charge is \$15.00 or actual usage fees; whichever is larger. Monthly statement sent via U.S. mail. Minimum charge applies to DGIF, DHRM, DMV, & MVDB online services only.)

Name(s) to be assigned to subscription (max. 10 users per subscription - Premium Services Only)

	Name	E-Mail Address	Office Use Only – UN	Office Use Only–PW
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____
9.	_____	_____	_____	_____
10.	_____	_____	_____	_____

Virginia Information Providers Network Premium Service Subscription Agreement

The Subscriber and the Virginia Information Providers Network VIPNet, a part of the Virginia Information Technologies Agency (VITA), wish to contract for the provision of Premium Services from VIPNet to Subscriber as per the Terms and Conditions below. VIPNet provides on-line access, from terminals or personal computers, to a number of databases with related services. Subscriber wishes to use the services made available by VIPNet.

Terms and Conditions

1. This Agreement sets forth the terms and conditions under which VIPNet will provide services to Subscriber.
2. VIPNet reserves the right to withdraw any service without consulting Subscriber prior to withdrawing such service and shall have no liability whatsoever to Subscriber in connection with deletion of any such service.
3. Subscriber acknowledges that this Agreement is the complete and exclusive statement between the parties, superseding all other communications, oral or written. This agreement, and other notices provided to Subscriber by VIPNet, constitutes the entire agreement between the parties. This agreement may be modified only by written amendment signed by the parties except as otherwise provided for in this paragraph. In the event Subscriber issues a purchase order or other instrument covering the services herein specified, it is understood and agreed that it is for Subscriber's internal purposes only and shall in no way modify, add to, or delete any of the terms and conditions in this Agreement.
4. Conditions of Use
 - a. Hours of Service: Service will be provided on a non-guaranteed basis seven days per week (Sunday through Saturday), twenty-four (24) hours per day, excluding scheduled maintenance as designated from time to time by VIPNet in its sole discretion.
 - b. ID/Account Numbers: VIPNet will issue to the Subscriber a maximum of 10 ID/account numbers per annual fee. Subscriber is responsible for preserving the secrecy of account numbers and to ensure that access to services and use of his ID/account numbers are controlled by him and that, in those instances where a purchase order provides time and/or dollar and/or database limitations, use of the system does not exceed those limitations. Subscriber is responsible for any and all charges for services to his ID/account numbers whether or not authorized by Subscriber.
 - c. Access: Subscriber is solely responsible for the selection and procurement of any equipment and telephone lines necessary to access the VIPNet service.
 - d. Copyright and Ownership of Information: Subscriber agrees to comply with any copyright notices or other limitation on use applicable to services, databases, or other information provided through VIPNet services.
 - e. Premium Services may require compliance with additional terms and conditions and execution of additional agreements and/or addenda to this Agreement in order for Subscriber to have access to those services.
5. Payment
 - a. Invoices for all services rendered will be prepared by and provided by VIPNet. Rates shall be in accordance with the current VIPNet rate schedule. Terms of invoice payment shall be net thirty (30) days.
 - b. In addition to the rates contained herein, Subscriber shall pay VIPNet for all sales, use, and excise taxes incurred by VIPNet in providing services to Subscriber. VIPNet makes no representations as to the liability or exemption from liability of the Subscriber to any tax imposed by any governmental entity.
 - c. Past due invoices will be subject to a delinquency charge of 1.5% per month of the amount in arrears, or the legal limit, whichever is less. Subscriber agrees to pay all costs of collection of delinquent accounts, including reasonable attorney's fees, as permitted by law.
 - d. Payment Options: (Subscriber selects one)
 - e. Auto Check Option - Bank Institution automatically deducts amount of usage fees out of checking account monthly.
 - f. Visa/Mastercard - Charges the monthly usage fees to your charge card monthly.
 - g. Monthly Invoice - VIPNet bills subscriber monthly; monthly charge is the greater of actual use or \$15.00. The minimum charge applies to DGIF, DHRM, DMV, & MVDB online services only.
 - h. Default: An account is in default if it is past due. In the event of default, VIPNet may, at its sole option, block the Subscriber from use of the account either temporarily or until the past due amount is paid or permanently, regardless of payment. Not exercising this option at any particular time or degree of delinquency does not prevent VIPNet from exercising this option at any other time or degree of delinquency.
6. Limitation of Liability
 - a. The remedies set forth in this Agreement are exclusive and in no event shall VIPNet, its directors, officers, agents, or employees be liable for special, indirect, incidental, or consequential damages, including, but not limited to, lost income or lost revenues, whether such damages arise out of breach of contract, negligence, strict liability, or any other theory of liability. Such damages shall in any event be limited to the charges paid for the previous month by Subscriber for the services in connection with which a claim of liability is asserted or imposed. Subscriber specifically understands and recognizes that the system by which these services are offered to him may experience problems of various kinds resulting in an inability to provide services.
 - b. Subscriber agrees that VIPNet will not be liable for any claim or demand of any nature or kind whether asserted against VIPNet or against Subscriber by any third party, arising out of the services or materials provided for their use; Subscriber agrees to indemnify and hold VIPNet harmless from claims of third parties arising out of the Subscriber's use of the services or materials provided pursuant to this Agreement.

- c. VIPNet shall not be liable for or deemed to be in default for any delays or failure in performance or interruption of service resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including problems with or delays caused by its database or other providers and by acts of God, flood, fire, war, or public enemy.
- d. No action or suit, regardless of form, other than an action for payments due VIPNet, arising out of the transactions pursuant to this Agreement may be brought by either party more than one year after the cause of the action accrues.
- e. Virginia Interactive, Inc., the Commonwealth of Virginia, county and local government agencies and universities, professional associations and all other parties who may from time to time provide information for access on VIPNet shall at no time be liable for any errors in or omissions from information available on VIPNet.

7. Warranty

- a. VIPNet makes no warranties express or implied, including but not limited to the implied warranties of merchantability and fitness for any particular purpose. While VIPNet and its suppliers strive for accuracy and completeness of data and services furnished pursuant to this Agreement, no warranty or representation as to accuracy or completeness is made or implied.
- b. Subscriber warrants that the Subscriber is aware of and will comply with all applicable federal, state, local, or other laws and regulations with regard to access to or use of any and all information, databases, programs, or other products to which access is provided by or through VIPNet.

8. Fee Changes

- a. Fees are as set forth in the Premium Service Subscription Agreement insert and are established by VITA (unless this Agreement is a fixed term agreement as detailed in Paragraph 8b below.)
- b. The parties may enter into a fixed-term agreement setting forth a set fee for a specified term. Any such agreement will be evidenced and detailed in writing.

9. Limitations

- a. Under no circumstances may Subscriber, or any other party acting by or through Subscriber or using Subscriber's ID/account number(s), use data received from or through VIPNet in any way except in full and complete compliance with all applicable federal, state, local, or other laws and regulations.
- b. Subscriber specifically recognizes and affirms that he, or any other party acting by or through Subscriber or using Subscriber's ID/account number(s), will comply with all applicable provisions of the Virginia Public Records Act and Privacy Protection Act as a requestor of public information.
- c. Subscriber understands that his VIPNet service privileges may be terminated for a violation of this Agreement or an applicable federal, state, local or other law or regulation, and further that he may be prosecuted for such violations.
- d. Subscriber agrees not to tamper with, alter, or change in any fashion any databases or programs made available to Subscriber by VIPNet.
- e. Subscriber acknowledges that records of its access to Premium Services will be maintained by VIPNet and are subject to audit and examination for compliance with applicable limitations on use.

10. Tradename/Trademark

Subscriber agrees that he will not use the trademark "VIPNet" or "Virginia Information Providers Network" or any of VIPNet's services identified in any fashion unless specifically authorized to do so in writing by VIPNet.

11. General

- a. Authority: Each party has full power and authority to enter into and perform this Agreement, and the person signing on behalf of each party has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that he has read this Agreement, understands it, and agrees to be bound by it.
- b. Waiver: The waiver, modification, or failure to insist by VIPNet on any of these terms or conditions, shall not void, waive, or modify any of the other terms or conditions nor be construed as a waiver or relinquishment of VIPNet's right to performance of any such term or terms.
- c. Severability: If any provision or part of the Agreement shall be declared illegal, void, or unenforceable, the remaining provisions shall continue in full force and effect.
- d. Governing Law: This Agreement shall be governed by and construed according to the laws of the Commonwealth of Virginia as such laws are applied to contracts made and to be performed in Virginia, and all actions hereunder shall be brought in a court of competent jurisdiction in Virginia and in no other jurisdiction.
- e. Assignment: This Agreement is not assignable or transferable by Subscriber and any attempted assignment or transfer shall be null and void and of no force or effect. VIPNet may assign this Agreement and/or the payments due to VIPNet without notice to or requirement for Subscriber's permission or approval.

12. Virginia Interactive, Inc., a Virginia corporation, manages VIPNet's day-to-day operations and activities. Virginia Interactive, Inc. is not authorized to alter or amend this agreement.

VIPNet Premium Services

You may select below the Premium Services to which you would like to have access. Please note that certain services require additional forms and approvals.

___ Online access to driver and vehicle records of the Virginia Department of Motor Vehicles

VIPNet is the exclusive agent for online access to Virginia driver and vehicle records. Authorized users pay a \$ 7.00 fee for each driver record that is accessed. *There is a \$15 monthly minimum purchase if you choose to receive a monthly invoice.* Completion of the Individual Use Application is required.

___ Online access to the Department of Health Professions' Public Information Database

VIPNet is the exclusive agent for online access to the licensed health professionals' database. Subscribers may sort the data by occupation, last name and/or location. This information can be placed into an office database that will allow subscribers to create mailing labels, envelopes, and/or letterhead without having to reenter the data. The first record is \$100.00. Each additional 1,000 records, or a part thereof, is \$10.00.

___ Online Employment Verification and Salary Information of current and former State employees, developed in partnership with the Department of Human Resource Management

Users may access detailed employment information, such as salary information, if a former or current State employee has signed a release authorizing access to his/her information. There is no charge for requesting employment verification with no salary information. A \$15.00 fee will be assessed for each complete record that includes salary information. Completion of the Employment Verification and Salary Information Addendum is required.

___ Online access to the Motor Vehicle Dealer Board's Interactive E-Commerce Transaction System

Users will have access to Motor Vehicle Dealer Board's (MVDB) renewal applications, initial salesperson applications, forms to order plates, tags, & decals, applications for permanent or temporary supplemental license, criminal history check form, termination notification forms, and additional forms requests. Upon completion of forms, users can make payment online based on their payment preference chosen. Completion of the Motor Vehicle Dealer Board Online Services Addendum is required.

___ Online access to the boat registration database maintained by the Virginia Department of Game and Inland Fisheries

VIPNet provides an online, searchable database of all registered boats in Virginia. Commercial users, such as boating companies and marine organizations pay \$1.00 per record for 1 to 50 record requests with a \$25.00 minimum purchase; \$50.00 for a batch record query of 50 to 2,500 record requests; and \$3,000.00 for initial access to the entire database; \$500.00 for each subsequent request. Completion of the Virginia Department of Game and Inland Fisheries Online Boat Registration Addendum is required.

___ "Lobbyist-In-A-Box" Web-based bill tracking service, developed in partnership with the Virginia General Assembly's Division of Legislative Automated Systems

Users may create detailed profiles to track legislation of interest and receive automatic notification via electronic mail of changes to those bills. The cost of this service is between \$400 and \$600, depending on the range of services a user selects and whether the user is a public or private sector employee. "Lobbyist-In-A-Box" is also available on palm-based devices, including those with a wireless Internet connection. .

___ Online Professional Employment Organization (PEO) Registration

On behalf of the Virginia Workers' Compensation Commission, VIPNet provides the online PEO registration service. Insurance providers wishing to do business in Virginia must register via the online service and pay an annual fee of \$1,000. Completion of the Professional Employment Organization Online Registration Addendum is required.

___ Online Filing of Service of Process through the Secretary of the Commonwealth

After clicking on the appropriate links, SOP filers will enter data in a short series of screens that captures important information about the case and the parties. After all data is entered, the online filing system will generate the affidavit for service of process. SOP filers are prompted to print the affidavit, affix necessary "wet" signatures, and deliver the original affidavit and one copy, along with one copy of the notice or process papers, to the SOC. The statutory fee for SOP filings is \$28.00.